

Prezant Associates, Inc.
330 6th Avenue North
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Seattle, WA 98109

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Fax Transmittal

To:	Lior Abada	Fax:	(206) 447-0299
Company:	Ariel Development	Voice:	(206) 447-0263
From:	Chuck Haigh	Date:	April 7, 2004
Re:	Hazmat Assessment	Pages:	8

☐ Urgent ☒ For Review ☐ Please Comment ☒ Please Reply ☐ Please Recycle

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Notes:

Lior:

Please feel free to call me with any questions or comments.
Sincerely,



April 7, 2004

Mr. Lior Abada
Ariel Development, Inc.
3100 Airport Way South
Seattle, WA 98134

RE: Rainier Brewery Asbestos and Lead Consulting Services

Dear Mr. Abada:

Prezant Associates Inc. (Prezant) is pleased to present this proposal to provide hazardous materials consulting services. It is our understanding that you wish to obtain an assessment of asbestos-containing materials and lead-containing coatings in the areas scheduled for renovation at the former Rainier Brewery located at 3100 Airport Way South in Seattle, Washington.

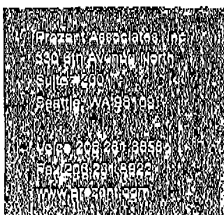
SCOPE OF WORK

Task 1 – Hazardous Materials Survey Update, Report, and Cost Estimate

- Review existing asbestos and lead sampling data. *It is our understanding that Ariel Development will provide copies of previous survey reports and building drawings;*
- Provide an AHERA Accredited Building Inspector who will sample any additional materials that do not appear to have been previously sampled;
- Analyze samples for asbestos content using test methods specified in 40 CFR Ch 1 Pt 763 Subpart F Appendix A (Our in-house NVLAP-accredited laboratory will perform this analysis);
- Quantify all identified asbestos-containing materials;
- Identify surfaces coated with lead-based paint using a portable XRF Spectrum Analyzer operated by an EPA-certified Lead Building Inspector;
- Estimate removal and abatement costs for the identified hazardous materials; and
- Prepare and submit a written report which will contain the following information:
 - Summary of inspection findings;
 - Estimate of locations and quantities of identified asbestos-containing materials (ACM), PCB-containing light ballasts, and mercury-containing tubes and thermostats;
 - Estimate of removal costs of identified (ACM), PCB-containing light ballasts, and mercury-containing tubes and thermostats;
 - Recommendations for removal and disposal of hazardous materials;
 - Assumptions and limitations of the survey; and
 - Laboratory analytical results.

Task 2 - Hazardous Material Removal Specifications (optional)

This task, which is optional and is not costed in this proposal, would involve preparation of contractor bid documents for removal of the hazardous materials identified in Task 1 and execution of the bid process for the proposed removal work. For this task, if approved, Prezant would:



- Prepare plans and specifications for removal and disposal of identified asbestos-containing materials and lead-containing coatings (if necessary);
- Submit specifications to potential qualified bidders and conduct a bidder walk-through of the site;
- Respond to any bidders' questions relating to hazardous materials specifications and issue addenda, as required;
- Review contractor bids and assist with contractor selection; and
- Perform other services relating to oversight of hazardous material abatement and removal, as requested by the client.

SCHEDULE AND COST ESTIMATE

Assuming we are given Notice to Proceed by April 8, 2004, we anticipate completing the survey report by April 14, 2004. Faster turnaround time for our work can be arranged for additional fees. Table 1 presents our cost estimate for completion of Task 1 as presented in the Scope of Work above. A separate cost estimate for Task 2 will be provided upon request.

Table 1 -- Task 1 Cost Estimate

Job Classification	\$ ^h	Rate	Quantit	Total
Principal, AHERA Inspector	\$125.00		10 hrs	\$1,250.00
EPA Lead Inspector	\$95.00		8 hrs	\$760.00
Asbestos Sample Analysis ^a	\$20.40		40 ea	\$816.00
Lead QC Lab Analysis	\$30.00		2 ea	\$60.00
XRF Equipment Charge	\$275.00		1 day	\$275.00
Misc (Production, Mileage, etc)				\$15.00
Total Task 1 Cost Estimate				\$3,176.00

^a 2-day turnaround

500
2426

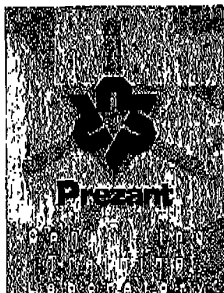
The cost estimate above is based upon the information that we have at this time and is subject to change based upon actual site conditions. If Prezant determines that the actual cost of performing the work would likely substantially exceed the cost estimate above, we will seek your approval before exceeding the cost estimate. Actual costs will be billed according to the attached 2004 Rate Schedule. All personnel time is billed portal to portal. Overtime rates (1.5 times regular rate) apply over 8 hours per day and on holidays, weekends, and nights. *Our hourly billing rates include overhead costs such as accounting and computer services.*

CLIENT ASSISTANCE

The client will provide Prezant with access to the site buildings, including rooms, crawl spaces, attics, and any other areas deemed necessary for completion of the proposed scope of work. In addition, the client will provide Prezant with previous survey reports, building history documentation, and site plans and drawings, if available.

LIMITATIONS

The proposed Scope of Work identified in this proposal is limited to that described above. This work does not include other services not specifically described in the Scope of Work presented above. Other services not provided within this specific scope can be provided



for additional fees. Prezant will perform the consulting services described in this proposal in accordance with generally accepted industrial hygiene standards of care that exist in Seattle, Washington at the time of the study. No warranty, express or implied, is made.

INSURANCE

Prezant maintains insurance coverage on its employees and work including errors and omissions insurance. A summary of this insurance coverage is provided in the attached Terms and Conditions. For additional details, please contact David Chawes.

AUTHORIZATION AND INCORPORATION OF TERMS AND CONDITIONS

Prezant's standard Terms and Conditions are incorporated into this Agreement with you by this reference, and by your signature and authorization, you are agreeing to those Terms and Conditions. A signed copy of this letter will serve as a formal authorization for Prezant to proceed with this contract under those Terms and Conditions. If there is a need for change in the scope of services or the work schedule described in this proposal, please call us immediately. Any changes to our agreement with you must be in writing and mutually agreed to.

We appreciate the opportunity to submit this proposal and look forward to your favorable consideration. If you wish to discuss or change the scope of work prior to signing, please contact me at 206-281-8858 x 116.

To approve of this proposal, please sign where indicated below. Also, please provide appropriate billing information in the CLIENT BILLING INFORMATION area below.

APPROVED FOR CLIENT:

Sincerely,



Chuck R. Haigh
Principal, Director of Consulting
Prezant Associates, Inc.
330 6th Ave. N., Suite 200
Seattle, WA 98109
206-281-8858
fax 206-281-8922
chaigh@prezant.com

Signature (authorized personnel only)

Print Name & Title

Date

Attachments: 2004 Terms and Conditions
2004 Professional Service Fees & Equipment Schedule



CLIENT BILLING INFORMATION

(Please write "SAME" if identical to information provided at top of this letter).

Client/Agency Name

Billing Contact Person

Address

Title

City, State, Zip

Email address

Phone

Purchase Order # (if required)

Fax



2004 PREZANT TERMS AND CONDITIONS

1. **SERVICES TO BE PROVIDED AND STANDARD OF CARE.** Prezant Associates, Inc., hereinafter referred to as PREZANT, agrees to provide the Client, for its sole benefit and exclusive use, consulting services set forth in PREZANT's proposal. Such services shall be performed in accordance with generally accepted industrial hygiene practices, in the same or similar localities, related to the nature of the work accomplished, at the time the services are performed. The parties agree that the services performed under this Agreement are of a commercial nature and are not of great importance to the general public.
2. **PAYMENT.** Invoices will be submitted once per month for services performed during the prior month. Payment will be due upon receipt unless otherwise agreed. Interest will be added to accounts in arrears at the rate of one and one-half percent (1 1/2%) of the arrears of each month of delinquency not to exceed the maximum percentage rate allowed by law. All expenses incurred by PREZANT for filing or collecting any delinquent amount shall be paid to PREZANT by the Client. If at any time, present or future, the state or local government assesses a sales or use tax upon PREZANT for any of the services performed by PREZANT and/or its subcontractors under this Agreement, then the Client agrees to directly pay such taxes, or should PREZANT elect to pay such taxes directly then the Client agrees to reimburse PREZANT in full.
3. **RIGHT OF ENTRY.** The Client has responsibility for obtaining a right of entry to the property. The right of entry shall allow PREZANT, its agents, subcontractors, and employees to enter the property from time to time, as necessary to perform all acts, studies, and research pursuant to the agreed services.
4. **SITE SAFETY PROVISION.** PREZANT has responsibility for its own activities on the property including the safety of its employees; it does not assume control of nor responsibility for the property, the person in charge of the property nor the safety of persons not in PREZANT's employ. PREZANT will not supervise or be responsible in any manner for the site safety and health of other parties not in employ of PREZANT.
5. **INSURANCE.** PREZANT maintains Worker's Compensation and Employer's Liability Insurance for its employees as required by state laws. PREZANT maintains comprehensive general liability (CGL) amount of \$1,000,000 combined single limits with annual aggregate of \$2,000,000 for bodily injury and property damage. Auto liability insurance in the amount of \$1,000,000. PREZANT also maintains Professional Liability and Pollution Liability Insurance in the amount of \$1,000,000 for each occurrence with an annual aggregate of \$2,000,000. PREZANT will not be responsible to the Client beyond the limits of its insurance.
6. **REPORTS, RECOMMENDATIONS, AND OWNERSHIP OF DOCUMENTS.** Reports, recommendations, and other materials, including electronically stored information resulting from PREZANT's efforts are intended solely for purposes of this Agreement; any reuse by the Client or other's for purposes outside of this Agreement or any failure to follow PREZANT's recommendations, without PREZANT's written permission, shall be at the user's sole risk. The Client will furnish such reports, data, studies, plans, specifications, documents, and other information deemed necessary by PREZANT for proper performance of its services. PREZANT may rely upon the Client-provided documents in performing the services required under this Agreement; however, PREZANT assumes no responsibility or liability for their accuracy. The Client-provided documents will remain property of the Client. PREZANT will retain copies of the Client-provided documents solely for the use of PREZANT. All reports, field notes, calculations, estimates, and other documents which are prepared, as instruments of service, shall remain PREZANT's property.
7. **HAZARDOUS SUBSTANCES AND CONDITIONS.** The Client warrants that, if it knows or suspects that hazardous substances may exist on the property, it has so informed PREZANT. The Client also agrees that PREZANT has no responsibility as a handler, generator, operator, treator, storer, transporter, or disposer of hazardous substances found or identified at the project property.
8. **LIMITATION OF LIABILITY.** The Client agrees that to the fullest extent permitted by law, its maximum aggregate recovery for claims against PREZANT, its owners, employees, subcontractors, and agents concerning PREZANT's professional services (which are not covered under the insurance specified in paragraph 5), including negligence, breach of this Agreement, breach of warranty or strict liability shall be the amount of the fee paid PREZANT for professional services or \$50,000.00, whichever is greater. In the event that the Client requests a higher limitation of liability, PREZANT will increase the limitation of liability for an increased fee that reflects consideration for the increased risk, and this paragraph shall be properly amended in accordance with Paragraph 18.
9. **INDEMNIFICATION.** To the fullest extent permitted by law and in excess of the Limitation of Liability in Paragraph 8, PREZANT agrees to indemnify, defend and hold the Client harmless from and against any and all claims, actions, liabilities, damages and expenses, including attorneys' fees, arising out of the sole



negligence of PREZANT, its employees, agents or subcontractors, in the performance of work and services provided in this Agreement. The Client agrees to defend, indemnify, and hold PREZANT, its agents, subcontractors, owners and employees harmless from and against any and all claims, actions, liabilities, damages and expenses, including attorneys' fees, arising out of the negligence of the Client. In the event of the concurrent negligence of PREZANT and the Client, PREZANT and the Client shall bear responsibility proportionate to the percentage of each party's negligence or that of its agents, employees, representatives and subcontractors.

10. UNFORESEEN OCCURRENCES. If unforeseen conditions or occurrences are encountered which, in PREZANT's sole judgment, significantly affect or may affect the recommended scope of work, then PREZANT will promptly notify the Client. After such notification, PREZANT will complete the original scope of work, if appropriate, or agree with the Client to modify the Agreement, or terminate the agreement pursuant to Paragraph 11.
11. TERMINATION. In the event that the Client requests termination of work prior to completion or PREZANT terminates work under Paragraph 10, PREZANT will be paid for all work performed up to notice to termination and for all expenses incurred or committed to that cannot be canceled. A termination charge may also be made to cover proposal presentation and administrative costs related to the work.
12. SAMPLING. This paragraph applies when PREZANT is providing field testing and sampling services. All samples will be discarded 60 days after PREZANT completes its services unless regulatory requirements stipulate a longer holding period or different arrangements are agreed to in writing.
13. SEVERABILITY AND SURVIVAL. Any element of this Agreement later held to violate a law shall be deemed void, and all remaining provisions shall continue in force. However, the Client and PREZANT will in good faith attempt to replace any invalid or unenforceable provision with one that is valid and enforceable, and which comes as close as possible to expressing the intent of the original provision. All terms and conditions of this Agreement allocating liability between the Client and PREZANT shall survive the completion of the services hereunder and the termination of this Agreement.
14. INTERPRETATIONS AND TIME BAR TO LEGAL ACTION. Interpretations and enforcement of this Agreement shall be governed by the laws of the State of Washington. All legal actions by either party against the other related to this Agreement shall be barred after four years have passed from the date by which PREZANT completes its services.
15. PRECEDENCE. These terms and conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed or like document regarding PREZANT'S services.
16. VENUE. This contract shall be governed by the laws of the State of Washington. Jurisdiction over and venue of any suit between the parties arising out of or related to this contract shall be exclusively in the state and federal courts in King County, Washington.
17. ATTORNEY'S FEES AND COSTS. In the event of any dispute or controversy including, without limitation, suit or arbitration arising out of or related to this contract, the prevailing party shall be entitled to collect the cost and expenses of the suit, including reasonable attorney's fees, from other party, including those incurred on appeal.
18. ENTIRE AGREEMENT. This contract constitutes the entire agreement between the parties with respect to this matter and may be modified only in writing signed by the parties.
19. ENFORCEABILITY. If for any reason any portion of this contract shall be held to be invalid or unenforceable, the holding of invalidity or unenforceability of that portion shall not affect any other portion of this contract and the remaining portions of this contract shall remain in full force and effect.
20. WAIVER. The waiver by PREZANT of a breach of any provision of this contract by the Client shall not operate or be construed as a waiver of any subsequent breach by the Client. No waiver shall be valid unless in writing and signed by PREZANT.

The Client acknowledges through signature of the accompanying proposal that it has received and read a copy of these terms and conditions and agrees to abide by these terms and conditions.



2004 PROFESSIONAL SERVICE FEES & EQUIPMENT SCHEDULE

Personnel Labor Rates

Principals -- Certified Industrial Hygienist

Expert Witness Services	\$250.00 per hour
Technical Client Services	\$165.00 per hour

Principals -- Certified Professional Ergonomist

Expert Witness Services	\$250.00 per hour
Technical Client Services	\$135.00 per hour

Certified Industrial Hygienist	\$115.00-125.00 per hour
Certified Safety Professional	\$110.00 per hour
Certified Safety Specialist	\$120.00 per hour
Professional Ergonomist	\$135.00 per hour
Industrial Hygienist	\$100.00 per hour
Industrial Hygiene Technician	\$ 65.00-75.00 per hour
Safety Specialist	\$ 65.00-85.00 per hour
Occupational Health Nurse	\$ 95.00 per hour
Instructor	\$ 90.00-115.00 per hour
Certified AHERA Building Inspector	\$ 55.00-70.00 per hour
Certified AHERA Management Planner/Designer	\$ 75.00-90.00 per hour
Field & Laboratory Technician	\$ 60.00-70.00 per hour
Administrative Support	\$ 45.00 per hour

The above rates apply during regular business hours (8 am to 5 pm Mon - Fri), and are billed portal to portal. Holiday and weekend rates also apply during non-regular business hours, and will be billed at 1.5 times the regular rates. Expenses, including subcontracting and outside lab fees, are billed at cost plus 15%.

Equipment Usage (Weekly usage rate equals 3 days usage)

MicroFID/w Data Logging Capability	\$95.00 per day
Microtip PID/w Data Logging Capability	\$90.00 per day
Gastech CO/Oxygen/Combustible Gas/H ₂ S Meter	\$95.00 per day
Gastech RS411A CO ₂ Meter	\$55.00 per day
Telaire Data Logging IAQ Meter (CO ₂ , Temp, RH)	\$55.00 per day
Neotronics Oxygen/Combustible Gas H ₂ S Meter	\$65.00 per day
MSA Oxygen/Combustible Gas Meter	\$55.00 per day
Noise Dosimeter	\$70.00 per day
Sound Level Meter	\$70.00 per day
Emdex Lite EMF Monitor	\$55.00 per day
High or Low Flow Sampling Pump	\$40.00 per day
Biosystems Toxiultra CO monitor	\$65.00 per day
Quest single gas monitor (combust), (O ₂), (H ₂ S)	\$65.00 per day
Quest Personal Heat Stress Monitor	\$55.00 per day
Rotometer	\$15.00 per day
Ludlum Radiation Detector	\$35.00 per day
Roscoe Fog "smoke" Generator	\$55.00 per day
Alnor Balometer/Thermo-Anemometer	\$75.00 per day
Anderson Microbial Sampler (N-6)	\$55.00 per day
Samplair Non-viable Particulate Sampler	\$45.00 per day
Inspection Boroscope and Color Video Camera	\$290.00 per day
Inspection Boroscope w/out Camera	\$100.00 per day
HEPA Vac/Negative Air Machine	\$100.00 per day
Delmhorst Moisture Meter	\$30.00 per day
Tramex Moisture Meter	\$25.00 per day
On-Site Laptop Computer (Including Software)	\$50.00 per day
Solomat IAQ Monitor (CO ₂ , CO, Temp, RH)	\$90.00 per day

Expenses

Mileage	\$0.42 per mile
Commercial Transportation, lodging, meals, other expenses	Actual plus 15%

